

Exhibit 4

LAW OFFICE OF PETER IRVINE

9½ Market Street, Suite 3A
Northampton, MA 01060
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peter@peterirvinelaw.com
Peter Irvine, attorney
Sarah Wolfe, office manager

November 16, 2022

Christopher Goguen
Owner/Lead Artisan
Silver Leaf Leather
48 Royal Street
Agawam, MA 01001
and
61 Bettys Path,
West Yarmouth, MA 02673

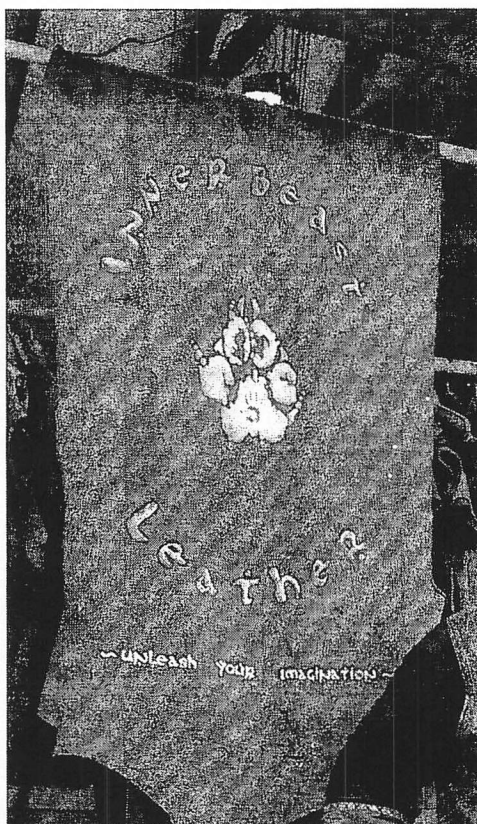
Re: Infringement of copyrighted artwork and trademark rights
Copyright Registration Number: VA 2-284-818; Inner Beast Leather

Mr. Goguen,

This office represents Katherine Williams with respect to intellectual property matters. Katherine Williams is the owner of the above-referenced U.S. federal copyright registration, as evidenced by the attached Certificate of Registration, for the logo “Inner Beast Leather” (“the “Logo”), and its associated trademark rights.

It has recently come to our attention that you have been utilizing an unauthorized derivative of the ink blot paw-print / internal human hand imagery and surrounding “Inner Beast Leather” text that is our client’s protected intellectual property. As you are aware, Katherine Williams designed the Logo and has used it in the business and marketing associated with the brand “Inner Beast Leather” since its creation in 2011. The Logo also appears on the singular, authorized derivative work which is the physical cloth banner by which the Inner Beast Leather artists collective sells their goods at these events. With Ms. Williams’ license and approval, the Logo has been used by the many artists who were acknowledged members of artist collective doing business as “Inner Beast Leather” at Renaissance Faires and Festivals throughout the continental United States. As such, many people at these events associate Ms. Williams’ copyrighted artwork and trademark with her. In addition, Ms. Williams and the other artists who are active members of that collective have, with the permission of Ms. Williams, extensively used the imagery in marketing and promotional materials across the United States.

For clarity, the original artwork and exclusively authorized derivative banner are included below:



These images have been utilized on numerous social media sites and brick and mortar locations since 2011, including, without limitation, Facebook, Etsy, Instagram; the New York Renaissance Faire, the Louisiana, Florida, Ohio and Bravard Renaissance Faires; Norman Medieval Faire, The Renaissance Pleasure Faire, and King Richard's Faire.

Ms. Williams has allowed her protected Logo to be used in association with the products sold by the Inner Beast Leather collective. Ms. Williams has previously made it clear to you that any permission or license you might have had in the past to use the Logo was revoked and terminated when you voluntarily removed yourself from your association with Inner Beast Leather prior to December 31, 2021. To be clear: you have no right to use the Logo, nor any substantially similar derivative, with respect to sale of any of your leather goods nor any other purpose.

Nonetheless, you appear to have created and are using in your marketing and sales efforts an unauthorized derivative version of the Logo that infringes Ms. Williams' copyright and trademark. As a specific example, you exhibited the infringing work at the Florida Renaissance Festival in February to March of 2022, where customers expressed confusion as to the "other shop on site," leading to lost sales. You have also used the infringing work on Facebook, Etsy, Instagram, and several other Faires or Festivals.

In your response to a DMCA takedown notice sent to Facebook, you state "I Christopher Goguen, under the penalty of perjury have good faith that the beforementioned material has ben [sic] taken down as a result of a misidentification" and allege that Ms. Williams is "falsely claiming to possess a trademark of their logo."

Your statement is incorrect. It ignores the Copyright Act and misinterprets the actions of the USPTO. There are two intermingled rights involved in the Logo: copyright and trademark. Copyright law grants the owner of a protected work the exclusive right to control copying, including reproduction, distribution, display, and preparation of derivative works. 17 U.S.C. § 106. To determine if a work is infringing, courts look at a two-prong test: (i) access to the original work, and (ii) substantial similarity of the infringing work to the original work. *Situation Management Systems v. ASP Consulting*, 560 F.3d 53, 58 (1st Cir. 2009). Trademark law protects brands, including names and images, used in association with the sale of goods or services. Even without a federal registration, a brand owner develops rights through the use of a brand in connection with the sale of goods. Ms. Williams has common law trademark rights in the Logo.

Your use of an ink blot paw-print / internal human hand imagery and surrounding text in branding and marketing is infringing because of the substantial similarity to the Logo protected in Mr. Williams' copyright registration VA 2-284-818.

The unauthorized derivative artworks which you are known to be utilizing are included below, set to the left of the authorized works themselves:

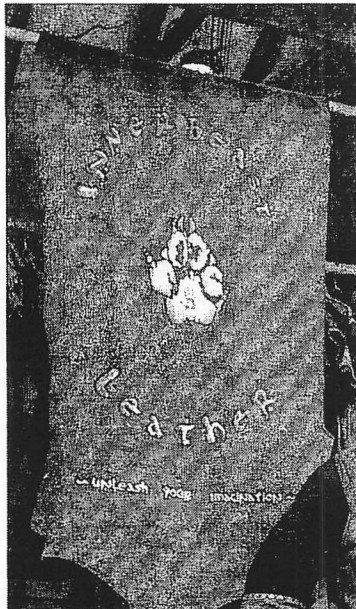
ORIGINAL WORK

INFRINGING WORK



AUTHORIZED DERIVATIVE

INFRINGING DERIVATIVE



The similarities are obvious and substantial. It is the same paw print, with a particular orientation, inset with the print of a human right hand. The fact that you altered the right toe of the paw print, flipping that portion of the image, demonstrates your willful and knowing intent to copy the original—you made a failed attempt to distinguish your copy. What courts

examine is what part of the original work is copied, not what changes the infringing work have made. So the fact that you deleted four ink blots on the left toe, or that you added antlers, is irrelevant. This is not the type of “transformative” work that is allowed under the fair use doctrine. *Campbell v. Acuff-Rose Music*, 510 U.S. 569 (1994).

Copyright law provides a number of remedies to the owner of a registered copyright, including injunctive relief and damages. 17 U.S.C. § 504. A copyright owner such as Ms. Williams is entitled to collect from an infringer either the actual damages suffered, or statutory damages in a range from \$750 per infringement to \$150,000 per willful infringement. 17 U.S.C. § 504(c). The court can also award attorneys’ fees to the prevailing party. Here, your infringement appears to be willful and if forced to litigate, we will seek the maximum damages along with attorneys’ fees. Your willful infringement is demonstrated by your access to the Logo, and your continued obstinate use of the substantially similar derivative work, even after having been asked to stop doing so.

In addition to the copyright infringement, your actions also constitute trademark infringement. We are concerned that your use of the unauthorized derivative has created, and will continue to create, confusion among the public as to the source, ownership, or affiliation of any leather goods sold in association with the Logo and any derivative. Customers are likely to assume incorrectly that Ms. Williams licenses, sponsors, or endorses you to use the Logo, is affiliated with you, or somehow stands behind your leather products.

The Lanham Act prohibits the use in commerce of a false designation of origin likely to cause confusion with consumers. 15 U.S.C. § 1125. Recovery under that Lanham Act does not require a pre-existing registration of the trademark with the United States Patent and Trademark Office (“USPTO”). Violation of the Lanham Act entitles the owner to recover from the infringer the defendant’s profits, any damages sustained by the plaintiff, and the costs of the action. 15 U.S.C. § 1117. The damages can be trebled in a case involving intentional use of a counterfeit mark. 15 U.S.C. § 1117. A court may also award statutory damages in a range from \$1000 to \$200,000 per counterfeit mark per type of goods sold, along with attorneys fees.

You have argued that Ms. Williams’ lacks a federal trademark registration. This position ignores the common law trademark rights of Ms. Williams, as well as your separate copyright infringement. You also misunderstand the import of the “Nonfinal Office Action” issued by the USPTO on September 30, 2022. First, that Office Action is “nonfinal,” meaning the question is still open. Second, that Office Action concerns the trademark INNER BEAST LEATHER, as text, and does not address the trademark rights to the Logo as an image that is an entirely distinct set of rights. Third, the USPTO did not state that Ms. Williams’ lacks trademark rights in either the name INNER BEAST LEATHER or the image of the Logo, it merely states that there is a likelihood of confusion between INNER BEAST LEATHER and INNER BEAST INNERWEAR.

As the USPTO points out, “likelihood of confusion” in a trademark dispute “is determined on a case-by-case basis by applying the factors set forth in *In re E. I. du Pont de Nemours & Co.*, 476 F.2d 1357, 1361 (1973)... There are generally two key considerations in

any likelihood of confusion analysis: (1) the similarities between the compared marks and (2) the relatedness of the compared goods and/or services.” *Federated Foods, Inc. v. Fort Howard Paper Co.*, 544 F.2d 1098, 1103, (1976). Applying that analysis to our situation, there is substantial similarity between the Logo and your unauthorized derivative, and close relatedness to the compared leather goods. Your use of the derivative logo is a trademark infringement.

For these reasons, we hereby demand that you confirm in writing within ten (10) days of receipt of this letter that you shall: (i) cease utilizing any infringing artwork in all retail locations, (ii) remove all infringing artwork from your catalogues, websites, social media, and any other promotional materials, (iii) refrain from creating any similar infringing artwork in the future, and (iv) ensure the complete destruction of any such infringing artwork or any other media (merchandise, clothing, home goods, etc.) which exhibit said artwork which are in your possession.

If we do not hear from you within this time frame, we will be forced to take more aggressive legal action.

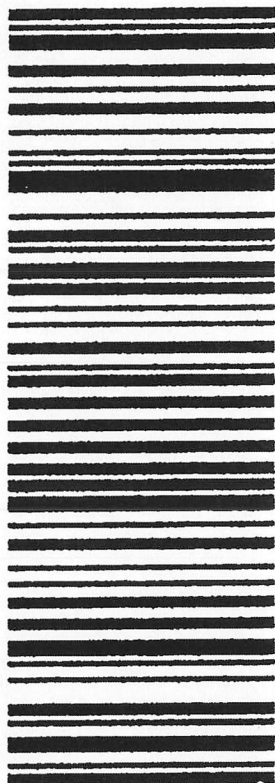
Thank you for your attention to this matter. I look forward to your response.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Peter Irvine', with a stylized, cursive script.

Peter Irvine

7015 0920 0002 0713 6997



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Sent To

Christopher Goguen / Silver Leaf Leather

Street & Apt. No.,

or PO Box No.

48 Royal Street

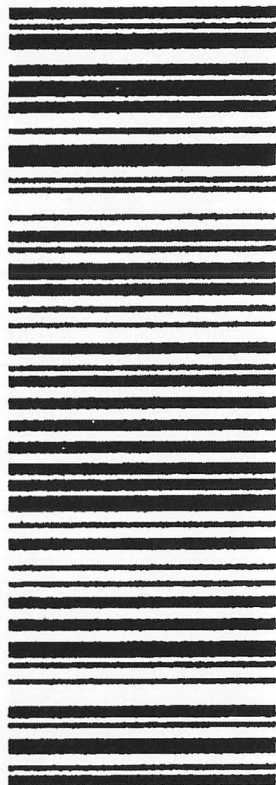
City, State, ZIP+4

Agawam, MA 01001

PS Form 3800, July 2014

See Reverse for Instructions

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PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE**CERTIFIED MAIL®**

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Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

Sent To

Christopher Goguen / Silverleaf Leather

Street & Apt. No.,

or PO Box No.

City, State, ZIP+4

61 Betty's Path
West Yarmouth, MA 02673

PS Form 3800, July 2014

See Reverse for Instructions



NORTHAMPTON
37 BRIDGE ST
NORTHAMPTON, MA 01060-9998
(800)275-8777

11/16/2022 04:06 PM

Product	Qty	Unit Price	Price
First-Class Mail® Large Envelope	1		\$1.44
Agawam, MA 01001			
Weight: 0 lb 1.70 oz			
Estimated Delivery Date Fri 11/18/2022			
Certified Mail®			\$4.00
Tracking #: 70150920000207136997			
Return Receipt			\$3.25
Tracking #: 9590 9402 7158 1251 5227 64			
Affixed Postage			-\$1.20
Affixed Amount: \$1.20			
Total			\$7.49
First-Class Mail® Large Envelope	1		\$1.44
West Yarmouth, MA 02673			
Weight: 0 lb 1.70 oz			
Estimated Delivery Date Fri 11/18/2022			
Certified Mail®			\$4.00
Tracking #: 70150920000207136980			
Return Receipt			\$3.25
Tracking #: 9590 9402 7158 1251 5227 57			
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Affixed Amount: \$1.20			
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Grand Total:			\$14.98
Cash			\$20.00
Change			-\$5.02

Text your tracking number to 28777 (2USPS)
to get the latest status. Standard Message
and Data rates may apply. You may also
visit www.usps.com USPS Tracking or call
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Clerk: 13

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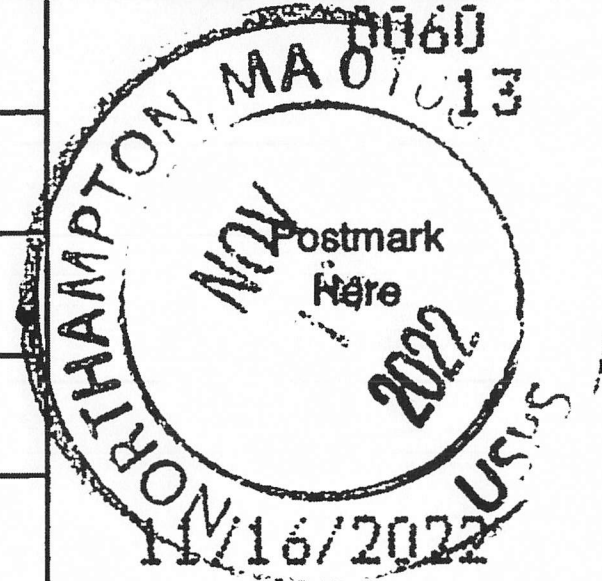
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	\$3.25
Certified Fee	\$0.00
	\$0.00
Return Receipt Fee (Endorsement Required)	\$0.00
	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
	\$0.00
	\$1.44
Total Postage & Fees	\$
	\$8.69



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City, State, ZIP+4

Agawam, MA 01001

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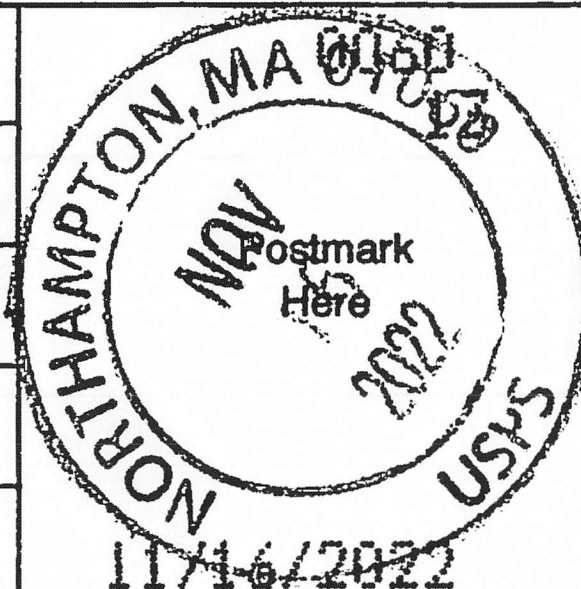
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	\$3.25
Certified Fee	\$0.00
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Return Receipt Fee (Endorsement Required)	\$0.00
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